

**ITEL
RAIL**

RECORDATION NO. 8904-0 Filed 1425
SEP 28 1983 -9 10 AM
INTERSTATE COMMERCE COMMISSION

55 Francisco
San Francisco, California 94133
(415) 955-9090
Telex 34234

RECORDATION NO. 8904-P Filed 1425
SEP 28 1983 -9 10 AM
INTERSTATE COMMERCE COMMISSION

August 31, 1983

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

3-271A032
No. SEP 28 1983
Date SEP 28 1983
Fee \$ 20.00
ICC Washington, D. C.

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I.C.C.
FEE OPERATION BR.

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation for filing and recordation under the Lease Agreement dated as of June 17, 1977, between Itel Corporation and the City of New Orleans, doing business through the Public Belt Railroad Commission for the City of New Orleans as the New Orleans Public Belt Railroad, which was filed on July 26, 1977 at 9:15 A.M. and given recordation number 8904, four counterparts of the following documents:

1. Assignment Agreement dated as of May 15, 1982 by and between Itel Corporation, Rail Division and Union-Tidewater Financial Company, Inc.
2. First Amendment to Assignment Agreement dated as of December 20, 1982 by and between Itel Corporation, Rail Division and Union-Tidewater Financial Company, Inc.

The names and addresses of the parties to the aforementioned Assignment are:

1. Union-Tidewater Financial Company, Inc.
207 E. Redwood Street, P.O. Box 2373
Baltimore, Maryland 21203
2. Itel Corporation, Rail Division
55 Francisco, 7th Floor
San Francisco, California 94133

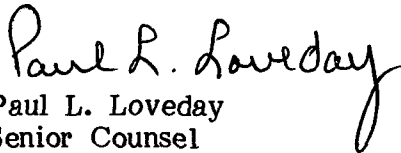
The equipment covered by this Assignment and Amendment is ninety-nine (99) 50 ft. boxcars, A.A.R. mechanical designation XM, bearing reporting marks from within the sequence NOPB 4300 - NOPB 4498.

Also enclosed is a check in the amount of \$20.00 for the required recording fees.

Ms. Agatha Mergenovich, Secretary
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Please stamp all counterparts of the enclosed Assignment and Amendment with your official recording stamp. You will wish to retain one (1) counterpart of each document for your files; it is requested that the remaining three (3) counterparts be returned to ITEL Rail, attention Ms. Linda Lawrence, at the above listed address. Thank you.

Sincerely,


Paul L. Loveday
Senior Counsel

/ma
Enclosures

Assignment Agreement

Assignment Agreement dated as of May 15, 1982 by and between Itel Corporation debtor and debtor in possession ("Itel") and Union-Tidewater Financial Company, Inc. ("Union-Tidewater").

RECORDATION NO. 8704-6
SEP 28 1983 - 9 12 AM
INTERSTATE COMMERCE COMMISSION

RECITALS

- A. Itel and the City of New Orleans doing business through the Public Belt Railroad Commission for the City of New Orleans as the New Orleans Public Belt Railroad ("NOPB"), have entered into a Lease Agreement dated as of June 17, 1977 which, together with Equipment Schedule No. 8 thereto, provides for, among other things, the Lease to NOPB of 199 fifty foot six inch boxcars (the "199 Boxcars") bearing the railroad reporting marks NOPB 4300 - NOPB 4498 (said Lease Agreement, together with all amendments, supplements or riders thereto, insofar solely as they relate to the 199 Boxcars, is hereinafter called the NOPB Lease.)
- B. Itel and Union-Tidewater have executed a Conditional Sales Lease Contract, the term of which commenced April 15, 1977, as amended by Amendment No. 1 and Amendment No. 2 and Agreement (collectively the "CSLC"), pursuant to which Union-Tidewater financed the 199 Boxcars.
- C. By means of a letter dated July 22, 1982 from Itel to NOPB, Itel terminated the NOPB Lease with respect to 100 of the 199 Boxcars. The reporting marks of the boxcars remaining under the NOPB Lease (the "99 Boxcars") are set forth in Exhibit A attached hereto.

Now, therefore, the parties agree as follows:

- 1. Itel does hereby sell, assign, transfer and set over to Union-Tidewater all of the right, title and interest of Itel in and to the NOPB Lease (insofar solely as it relates to the 99 Boxcars) and Itel does hereby authorize and empower Union-Tidewater, in its own name, to sue for, collect, receive and enforce all payments and other obligations of NOPB under the Lease (insofar solely as it relates to the 99 Boxcars), except that Union-Tidewater shall not take any action until and unless Union-Tidewater has notified Itel that an event of default under the CSLC has occurred and is continuing and that the cure period has elapsed.
- 2. Itel represents and warrants that the NOPB Lease has been duly authorized and executed by it and covenants that it will, from time to time, at the request of Union-Tidewater, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts as Union-Tidewater may reasonably request to give effect to the provisions hereof.

In witness whereof, the parties have caused this instrument to be executed by duly authorized officers.

Itel Corporation, Rail Division
debtor and debtor in possession

by

title

date

Union-Tidewater
Financial Company, Inc.

by

title

date

Edward J. O'Connell
President
Nov 2, 1982

Thomas B. Howard
TREASURER
Nov. 16, 1982

EXHIBIT A

Cars Remaining on Lease to NOPB

NOPB 4300

NOPB 4302-4305

NOPB 4307-4311

NOPB 4313-4316

NOPB 4318-4323

NOPB 4325-4329

NOPB 4331-4336

NOPB 4338-4345

NOPB 4347-4357

NOPB 4360-4364

NOPB 4366-4371

NOPB 4373-4377

NOPB 4379-4396

NOPB 4398

NOPB 4400

NOPB 4402-4407

NOPB 4409-4412

NOPB 4457

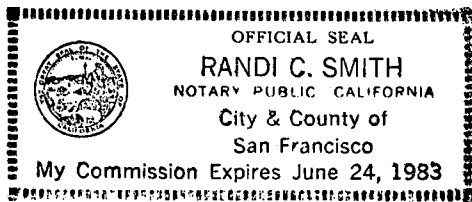
NOPB 4471

NOPB 4485

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

SS:

On this 2nd day of November, 1982 before me personally appeared Edward M. O'Dea to me personally known, who being by me duly sworn says that such person is President of Itel Corporation, Rail Division, that the foregoing Assignment Agreement was signed on behalf of said Corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



My Commission Expires:

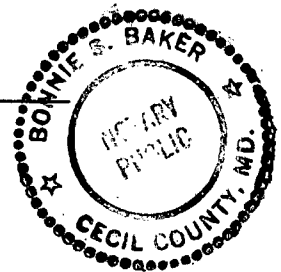
Randi C. Smith
Notary Public

STATE OF Maryland)
)
COUNTY OF Cecil)

SS:

On this 15th day of November, 1982, before me personally appeared Thomas B. Howard Jr. to me personally known, who being by me duly sworn says that such person is Treasurer of Union-Tidewater Financial Company, that the foregoing Assignment Agreement was signed on behalf of said Corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Bonnie S. Baker
Notary Public



My Commission Expires: July 1, 1986